**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

AWARDS DEPOT, LLC,	§	
	§	
Plaintiff,	§	
	§	
VS.	§	CIVIL ACTION NO. H-18-1838
	§	
TROPHY DEPOT, INC.,	§	
	§	
Defendant.	§	

ORDER

Awards Depot, LLC, has sued Trophy Depot, Inc., seeking damages and a declaratory judgment for its breach of contract claim arising out of a Settlement Agreement the parties entered in an earlier trademark infringement case. (Docket Entry Nos. 1, 37). Awards Depot moved for partial summary judgment on the contract-interpretation issue of the meaning of "Year 2" in the Settlement Agreement. (Docket Entry No. 42). Trophy Depot responded in opposition but did not cross-move for summary judgment on the same issue. (Docket Entry No. 43).

The parties' Settlement Agreement provides a timetable for Awards Depot to stop using its name and its website, "awardsdepot.com." (Docket Entry No. 42-1 at 1). The timetable requires that in "Year 2 – [Awards Depot] ceases all online and other advertising of its name [Awards Depot], continuing the use of awardsdepot.com only as a "redirect" to a new website (URL) 'NewSite.'" (*Id.*).

Awards Depot argues that the Settlement Agreement's terms did not require Awards Depot to stop using its website until October 24, 2018, at the end of "Year 2." (Docket Entry No. 42 at 3). Trophy Depot argues that triable fact issues exist over whether the Settlement

Agreement's language requires Awards Depot to stop using its website by October 24, 2017, at the beginning of "Year 2." (Docket Entry No. 43 at 9–23). At a minimum, Trophy Depot has offered a reasonable alternative interpretation of the Settlement Agreement's terms. It may be the only reasonable interpretation. Awards Depot's motion for summary judgment, (Docket Entry No. 42), is denied. A status conference is set for **January 30, 2020, at 9:30 a.m.**

SIGNED on January 15, 2020, at Houston, Texas.

Lee H. Rosenthal
Chief United States District Judge